

IRSA SOFTWARE END USER LICENSE AGREEMENT

The IRSA Software End User License Agreement (the "Agreement") is between you and WHP Workflow Solutions LLC d/b/a IRSA Video ("IRSA"). This Agreement describes the terms that apply to your use of the software identified above. These terms also apply to any IRSA-provided updates, supplements, documentation, and support services for this software, unless other terms accompany those items. If so, those terms apply.

IMPORTANT-READ CAREFULLY: BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE.

1. License. The software is licensed, not sold. Your use of the software requires payment by you to IRSA according to IRSA's current pricing and payment terms or according to such other written agreement that you may enter into with IRSA. This Agreement gives you only some rights in the software. IRSA reserves all other rights.

(a) Grant. IRSA hereby grants to you, and you hereby accept, subject to the terms and conditions set forth herein, a non-exclusive, non-transferable license, without the right to sublicense, to use the computer-executable object code of the software solely (i) for your own internal business use; (ii) if the software is client software (as designated by IRSA), on one single computer that is under your control; and (iii) if the software is server software (as designated by IRSA), on a single server that is under your control. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways.

(b) Restrictions. You may not (i) copy the software, except that you may make a single copy of the software for back-up purposes only; (ii) modify or alter the software; (iii) create derivative works of the software; (iv) decompile or reverse engineer the software; (v) translate the software or reduce the software by any other means to a human-readable form; (vi) work around any technical limitations in the software; (vii) access the software in order to build a competitive product or service or copy any features, or functions of the software (viii) use the software to operate in or as a time-sharing, outsourcing, cloud computing, service bureau, application service provider, or managed service provider environment; (ix) sub-license, rent, sell, lease, distribute, transfer, transmit, provide access to, or otherwise use the software for the benefit of third parties unless expressly permitted by IRSA; and (x) embed the software into another application and then distribute or use the software to provide a service to third parties.

(c) Ownership. You may not sell, transfer, or lend the software to, any other person or entity. You may not remove or alter any copyright or other proprietary notice contained in the software. Title to, and ownership of, and all proprietary rights in, the software and each copy thereof shall remain at all times with IRSA or its third party licensors.

(d) Term. Your license shall become effective when you begin using the software. You may terminate your license at any time by un-installing the software. IRSA may terminate your license at any time in the event that you fail to comply with any of the terms and conditions set forth in this Agreement. Upon termination of your license, you shall immediately cease using the software and you shall un-install the software and, upon request from IRSA, return all copies of the software (including all related materials and documentation) to IRSA.

2. No Warranty; Limitations on Liability.

(a) THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. YOU BEAR THE RISK OF USING THE SOFTWARE.

(b) IN NO EVENT WILL IRSA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, EVEN IF IRSA HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT, HOWEVER, SHALL THE MAXIMUM LIABILITY OF IRSA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OR USE OF THE SOFTWARE, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE GREATER OF: (i) THE FEES, IF ANY, YOU PAID FOR THE SOFTWARE; OR (ii) ONE THOUSAND DOLLARS (US\$1,000).

3. Miscellaneous.

(a) Entire Agreement. This Agreement sets forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto.

(b) Modification; Waiver. This Agreement may not be modified or amended except pursuant to a written instrument signed by both parties. The waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of such party to avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of South Carolina, United States of America. All disputes arising out of this Agreement shall be resolved exclusively in the federal or state courts located within South Carolina, and you hereby agree to the personal jurisdiction and venue of such courts.

(d) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, but you may not assign or otherwise transfer this Agreement or your rights and duties without the prior written consent of IRSA.

(e) Severability. In the event that any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, to such extent such provision shall be deemed null and void and severed from this Agreement, and the remainder hereof shall remain in full force and effect.

(f) Third Party Terms. Your use of the software is subject to any third party terms and conditions that accompany the software or that IRSA may tell you about at a later date (if any).

(g) U.S. Government Restricted Rights. The software is commercial in nature and developed solely at private expense. The software is delivered as a commercial item and as such is provided with only such rights as are provided in this standard commercial license agreement.

(h) Export Restrictions. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and use.